

82. Counter-Defendants have demonstrated that no Court order and no statute will prevent Counter-Defendants from continuing to steal Counter-Plaintiffs' minerals and that Counter-Defendants intend to use the ordinary procedures and processes inherent in litigation to continue to steal from Counter-Plaintiffs and force Counter-Plaintiffs to suffer "***a very long, difficult and costly time dealing with our 'special purpose entities' for many years to come.***"

83. The Court has the authority pursuant to Foreign Entity Receivership Statute to exercise its authority to appoint a Receiver over Counter-Defendant Rooster Ltd, Rooster LLC, Rooster OG and Rooster Petroleum's property, inside and outside the State of Texas and their respective businesses, which relief Counter-Plaintiffs now seek.

**THEREFORE**, Counter-Plaintiffs request that Counter-Defendants be cited to answer and appear and, that upon hearing hereof, the Court appoint a Receiver over Counter-Defendant Rooster Ltd, Rooster LLC, Rooster OG and Rooster Petroleum's property, inside and outside the State of Texas and their respective businesses and for such other and further relief, at law or in equity, to which Counter-Plaintiffs may be justly entitled.

Respectfully submitted,

KELSOE, KHOURY, ROGERS,  
CAUGHFIELD & CLARK, P.C.

By: /s/ Stephen A. Khoury  
STEPHEN A. KHOURY 11377500  
5323 Spring Valley Rd., Suite 350  
Dallas, Texas 75254  
Telephone: (972) 661-2227  
Facsimile: (972) 233-4971

ATTORNEY FOR DEFENDANTS

**CERTIFICATE OF SERVICE**

This is to certify that on this day May 9, 2013, a true and correct copy of the foregoing Defendants' Original Counterclaim and Application for Appointment of Receiver was served upon Plaintiffs' counsel of record via fax and is being served upon all other Counter-Defendants not represented by counsel via service of process.

/s/ Stephen A. Khoury  
STEPHEN A. KHOURY

# EXHIBIT

## “A”

Unofficial Copy Office of Chris Daniel District Clerk



**ROOSTER PETROLEUM, LLC**

16285 Park Ten Place, Suite 120 – Houston, Texas - 77084  
Telephone (832) 772-6313 ♦ Facsimile (832) 772-6314

**KENNETH F. TAMPLAIN, JR.**  
**VICE PRESIDENT – LAND & LEGAL**  
**DIRECT PHONE: (713) 574-7558**

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January 6, 2012

Mr. Edmond G. Boutte  
Implicit Oil & Gas LP  
8080 N. Central Expressway  
Suite 1250  
Dallas, Texas 75206-1881

RE: Participation Agreement, Rooster VR 376 A-3 & A-4 Wells  
OCS-G 14428, Vermilion Area, Block 376  
Offshore Louisiana

Dear Mr. Boutte:

This agreement to participate (this "*Participation Agreement*") is effective as of the 6th day of January, 2012 (the "*Effective Date*"), between Rooster Oil & Gas, LLC, and its affiliate, Rooster Petroleum, LLC, (together "*Rooster*", unless individually identified) and Implicit Oil & Gas LP, a Texas limited partnership, ("*Participant*") to confirm the participation by Rooster and Participant in the drilling of two (2) wells on the oil and gas lease identified as OCS-G 14428, Vermilion Area, Block 376 ("*VR 376*"), hereinafter referred to as the "*Lease*", and more particularly described in Exhibit "A" attached hereto and made a part hereof. Each of the aforementioned parties shall sometimes hereinafter be referred to individually as a "*Party*" and collectively as the "*Parties*".

For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rooster and the Participant hereby agree as follows:

1. Participation to Earn Interest. Rooster is the owner of 50% of the Operating Rights interest in the Lease. Apache Corporation ("*Apache*") is the owner of 50% of the Operating Rights interest in the Lease. Participant hereby agrees to participate in the drilling of two (2) wells which should be named the OCS-G 14428 Vermilion Block 376 #A-3 Well ("*VR 376 A-3 Well*") and the OCS-G 14428 Vermilion Block 376 #A-4 Well

("VR 376 A-4 Well") (together, the "Exploratory Wells" unless individually identified) each to be drilled from the Rooster Petroleum, LLC Vermilion 376 A Platform ("Platform"). The VR 376 A-3 Well shall have a bottom hole location approximately 11839' from the north line and 590' from the west line on the Lease. The VR 376 A-4 Well shall have a bottom hole location approximately 4275' from the north line and 1274' from the west line on the Lease.

In consideration of Participant's participation in the Exploratory Wells in accordance with the terms of this Agreement, Rooster hereby agrees to assign to Participant an undivided twenty-five percent (25%) working interest in the wellbore of each of the Exploratory Wells (the "Assigned Interest") upon commencement of operations for the first of the Exploratory Wells. The Assigned Interest shall be derived or carved out from the Apache Corporation non-consent leasehold Operating Rights in the Exploratory Wells and title to production therefrom that shall be owned and vested in Rooster upon commencement of operations on the Exploratory Wells and Participant shall be entitled to an assignment of the Assigned Interest as limited in Paragraph 7 herein.

2. Consideration. Rooster hereby agrees as consideration to grant to Participant the right to participate in the drilling of the Exploratory Wells proposed under the existing Operating Agreement (as defined in Paragraph 6 hereinafter). The estimated drilling costs for the Exploratory Wells are set forth in the Rooster authority for expenditure #12101 for the VR 376 A-3 Well and #12102 for the VR 376 A-4 Well (collectively the "AFE") incorporated herein and made a part hereof as Exhibit "B-1" and Exhibit "B-2" respectively. It is anticipated that the completed Exploratory Wells will be connected for processing on the Platform. Participant hereby agrees as consideration to assume and hereby does obligate itself to pay 33.33333% of all the AFE costs (even costs prior to the Effective Date) to the Casing Point election (as hereinafter defined) in each of the Exploratory Wells to earn twenty-five percent (25%) working interest in each of the wellbores. Participant shall have the option, at Casing Point of each of the Exploratory Wells, to elect to participate in the completion of such Exploratory Well, and if Participant elects to participate in the completion of such Exploratory Well, it shall then be obligated to pay its twenty-five percent (25%) share of all other costs including completion or if applicable, plugging and abandonment of such Exploratory Well, subsequent to the Casing Point election attributable to the Assigned Interest; provided that if the Assigned Interest in an Exploratory Well reverts to Apache in accordance with the terms of the Operating Agreement, then Participant shall have no liability or obligation with respect to the plugging and abandonment of such Well and Rooster shall indemnify and hold Participant harmless therefrom. After execution of this Participation Agreement, Rooster shall submit the AFE for the Exploratory Wells by courier, email or facsimile and Participant hereby agrees to promptly execute an original of the AFE and return same. If the Participant fails to return the executed AFE within five (5) business days from receipt of same from Rooster, then Rooster may declare this Participation Agreement to be null and void, and Participant shall have no liability for such termination, the only penalty being the forfeiture of any rights contemplated to be earned herein by Participant. Rooster shall not cash call or otherwise require Participant to pre-pay all or any portion of the costs included in the AFE for either Exploratory Well; provided in the event Rowan cash calls Rooster for any part of the amounts to be paid to